



# County of San Mateo

## Inter-Departmental Correspondence

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**Department:** GOVERNING BOARD

**File #:** 21-306

Board Meeting Date: 4/20/2021

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**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors, Acting as the Governing Board of the Devonshire County Sanitation District

**From:** James C. Porter, Department of Public Works

**Subject:** Sanitary Sewage Conveyance Agreement for Five Properties on Winding Way through the Devonshire County Sanitation District

**RECOMMENDATION:**

Acting as the Governing Board of the Devonshire County Sanitation District (DCSD), adopt a resolution authorizing the President of the Board of Supervisors to execute the Sanitary Sewage Conveyance Agreement for Five Properties on Winding Way through the Devonshire County Sanitation District between the Devonshire County Sanitation District, City of San Carlos, and Canyon Vista Partners, LLC.

**BACKGROUND:**

On September 3, 1985, this Board adopted Resolution No. 047249 authoring execution of an "Agreement between the Devonshire County Sanitation District and the City of San Carlos Concerning Operation, Maintenance and Treatment of Sewage." The agreement provides the terms and conditions to allow for the transmission of sewage emanating from the Devonshire County Sanitation District (DCSD) to flow through the City of San Carlos's (City) sewer facilities for treatment and disposal at the Silicon Valley Clean Water (formerly the South Bayside System Authority) treatment plant.

The City approved a five-lot subdivision currently being developed by Canyon Vista Partners, LLC (Owner). The real properties situated in the City known as San Mateo County Assessor Parcel Nos. 049-141-750 (518 Winding Way), 049-141-740 (528 Winding Way), 049-141-730 (538 Winding Way), 049-141-720 (558 Winding Way) and 049-020-010 (521 Winding Way) (Property) require sanitary sewer service and the sanitary sewer system of the City does not currently extend to the Property. The DCSD service area does not include the Property but does have existing sanitary sewer facilities in the vicinity of the Property. The Owner, with the consent of the City, has sought permission from the DCSD to discharge sewage effluent from the Property to the existing DCSD facilities for the purpose of conveying said sewage through the DCSD to the City facilities.

**DISCUSSION:**

The Owner, City, and DCSD have prepared an agreement for sanitary sewage conveyance through the DCSD sewer system. The agreement stipulates that all sanitary sewer facilities required to convey the sewage effluent from each parcel of the Property to the DCSD's sewer facilities shall be constructed by the Owner and are to be owned, operated, maintained, repaired, rehabilitated, reconstructed, or replaced by the Owner. All aspects of said non-DCSD sanitary sewer facilities are a matter between the Owner and the City. The agreement also describes other details of the arrangement including, but not limited to the applicable rules, regulations and ordinances; flow limits; annual user fees; and transfer of the agreement and responsibilities to subsequent property owners.

The agreement requires the Owner to pay the City an annual user fee for each of the five parcels equal to the single-family residential unit sewer service charges in effect in the City and DCSD for that year. The DCSD fee will be collected by the City and transmitted to the DCSD annually. The Owner will also pay a percentage of the City's annual user fee to cover the City's administrative cost for collection and transmission of the fee to the DCSD. The agreement stipulates that the Owner and its successors shall have no right to object (including participating in a majority protest) to DCSD sewer service charges as set by DCSD pursuant to the California Constitution.

County Counsel has reviewed and approved the resolution and agreement as to form.

**FISCAL IMPACT:**

The Owner will be required to reimburse DCSD all costs incurred by staff related to this agreement and to pay the annual sewer service charge in effect for the DCSD each fiscal year.

There is no impact to the General Fund.